

#6206607

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
|---------------------------------------|---|----------------------------|
| Lilly Jones and Michael Jones |) | |
| Plaintiffs, |) | |
| |) | |
| v. |) | Case No. 08 C 1310 |
| |) | Judge Hibbler |
| Stevie Porter, Harlan Hanbrough, |) | Magistrate Judge Schenkier |
| Aurora Loan Services and Mortgage |) | |
| Electronic Registration Systems, Inc. |) | |
| |) | |
| Defendants. |) | |

AFFIDAVIT IN SUPPORT OF
MOTION TO CONSOLIDATE ACTIONS

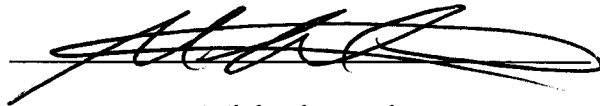
MICHAEL JARARD, under oath and penalty of perjury hereby states the following:

1. That I, Michael Jarard, am an Associate at the Law Firm of Starks & Boyd P.C.
2. That I have spoke with the plaintiffs and reviewed the file regarding this matter.
3. That on or about January 16, 2008 defendant, Harlan Hanbrough filed a forcible action against Lilly Jones and Michael Jones to wit: Case 08 M1 701291
4. That Plaintiffs, Lilly Jones and Michael Jones, were the owners of and resided in the property commonly known as 7538 S. Wolcott, Chicago, Illinois, hereinafter "Plaintiffs' residence" since 1995.
5. That the deed and mortgage to the Plaintiffs' residence were solely in the name of Lilly Jones.
6. That the Plaintiffs purchased their home in 1995 for \$65,000.00.
7. That upon information and belief, the Plaintiffs were approached by the Defendant, Stevie Porter, a purported real estate investor.
8. That Porter loaned the Plaintiffs \$5,100.00 on or about June 29, 2004.

9. That base on information and belief Porter then mandated that the Lilly Jones execute a Promissory Note to repay the \$5,100.00 loan.
10. That the loan was to be repaid within thirty six (36) months, on or before August 1, 2007 at an 18% interest rate.
11. That Porter also had the Lilly Jones execute a Security Agreement which collateralized the Plaintiffs' residence.
12. That this transaction amounted to an equitable mortgage.
13. That on information and belief Porter also mandated that the Lilly Jones sign a General Power of Attorney dated June 29, 2004.
14. Unknown to the Plaintiffs, Porter caused the General Power of Attorney to be recorded on July 26, 2004 as document number 0420848139.
15. That on information and belief Porter also mandated that the Lilly Jones sign a Quit Claim Deed dated June 29, 2004.
16. Unknown to the Plaintiffs, Porter caused the Quit Claim Deed to be recorded on July 26, 2004 as document number 0420848140.
17. That on information and belief Porter never disclosed the fact that he would sell the Plaintiffs' residence.
18. That on information and belief, the Plaintiffs were unaware that Porter would convey and sell their property to an unknown third party.
19. That the Defendant, Harlan Hanbrough, hereinafter "Hanbrough", purchased the Plaintiffs' home from Porter on or about November 14, 2006.
20. That the Plaintiffs were always owners in possession of the subject premises.

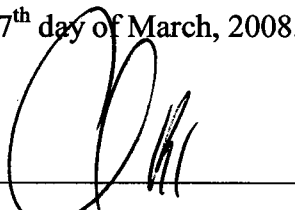
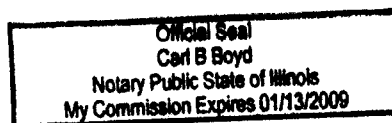
21. That on information and belief, the Plaintiffs were unaware of the sale of their home from Porter to Hanbrough.
22. That on information and belief Plaintiffs did not consent to the sale of their home to Hanbrough.
23. Porter issued a Warranty Deed to Hanbrough. The Warranty Deed was recorded on December 1, 2006 as document number 0633522008
24. That on information and belief, after the purchase of the home in November of 2006, Hanbrough demanded that the Plaintiffs pay him rent in the amount of \$1,400.00 per month.
25. That on information and belief the Plaintiffs never entered into a lease agreement with Hanbrough.
26. That the plaintiffs in case number 08 M1 701291 are named as defendants in this action.
27. That the rights to possession and ownership regarding 7538 S. Wolcott, Chicago, Illinois is in disputed in both cases.
28. That the Jones seek to quiet title to their home and hereby request that the court consolidate both causes of action for judicial economy.

Respectfully Submitted,



Michael Jarard

Subscribed and sworn to before me by Michael Jarard this 17th day of March, 2008.



Notary Public